

*H Great Brit. Stat.*  
*Read 26 Feb 1740 in Lords*

[ 1 ]

*Enacted 13 Geo II. Private Acts, c. 13.*

*212. R. 5*

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*An ACT for Establisbing and Confirming an Agreement between William Gore, Esquire, Executor of Edward Gore, Esquire, deceased, and Mary Gore, Widow of Thomas Gore, Esquire, deceased, for herself, and on the Behalf of Charles Gore, an Infant, relating to the Sum of Three thousand Pounds paid by Francis Freeman, Gentleman, to the said Edward Gore.*



*Whereas William Gore, late of Barrow, in the County of Somerset, Esquire, deceased, made his last Will and Testament in Writing, bearing Date on or about the Fourth Day of July One thousand Seven hundred and Eighteen, and thereby gave and devised All that his Manor or reputed Manor of Barrow Minchin, with its Rights, Members, and Appurtenances, together with the capital Messuage or Mansion-house of Barrow Minchin aforesaid; And also all that his Manor or Grange of Charterhouse Hydon, with its Rights, Members, and Appurtenances, together with the capital Messuage or Mansion-house of Charterhouse Hydon aforesaid; all which said several Manors and Premises are therein mentioned to be situate, lying and being in the said County of Somerset, and all other his Lands and Hereditaments in the said County of Somerset; And also all that his Manor of Southleigh alias Southley, in the County of Oxon,*  
*A* *with*



with its Rights, Members, and Appurtenances, together with the capital Messuage or Farm-house of *Southley* aforesaid; and all Houses, Outhouses, Buildings, Barns, Stables, Orchards, Gardens, Courts, Yards, Backsides, and demesne Lands to the said capital Messuages or Tenements belonging, or in any-wise appertaining; *And also* all and singular his Messuages, Mills, Houses, Edifices, Buildings, Gardens, Orchards, Lands, Tenements, Meadows, Leasows, Pastures, Feedings, Commons, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with the Appurtenances to the said several Manors, Messuages, Lands, and Premises belonging, or in any wise appertaining, unto his Uncle *William Gore* of *London*, Esquire; his Brother *Edward Gore* of the City of *Bristol*, Gentleman; his Son-in-law *Anthony Blaggrave* of *Southcott*, in the County of *Berks*, Esquire; and *John Hipsley* of *Bristol*, Gentleman, their Heirs and Assigns; To the Uses and for the Purposes therein mentioned, that is to say, As to the Manor of *Charterhouse Hydon*, and all Messuages, Lands, Tenements, and Hereditaments thereunto belonging, to the Use of the said *William Gore* his Uncle, *Edward Gore* his Brother, *Anthony Blaggrave*, and *John Hipsley*, and their Heirs, In Trust to sell and convey the same to the best Purchaser or Purchasers that could be got for the same, and to apply and dispose of the Money arising by Sale thereof, towards the Payment and Discharge of the several Debts owing by the Testator to the several Persons therein named, with Interest for the same; and of all other his just Debts which he should owe to any Person or Persons whatsoever at the Time of his Death, and towards Payment and Discharge of the several Legacies, Portions, or Sums of Money which he thereby gave and bequeathed unto the several Persons therein named; that is to say, Unto his Son *Edward Gore*, the Sum of Two thousand Pounds; unto his Son *William Gore*, and his two Daughters *Hester* and *Anne*, One thousand Five hundred Pounds a-piece, to be paid at such times and in such manner as is therein mentioned; and as to the said Manor of *Southleigh* alias *Southley*, in the said County of *Oxon*, and all the Messuages, Lands, Tenements, and Hereditaments thereto belonging, (subject in the first Place to an Annuity therein mentioned, to be provided for *Dorothy Gore*, Wife of the said Testator, for her Life, which is since determined) to the same Uses, and upon the same Trusts, as the Manor of *Barrows*, and the Lands and Hereditaments thereto belonging, are therein after limited and appointed; and as to the said Manor of *Barrows* alias *Barrow Minchin*, with its Rights, Members and Appurtenances, and all Messuages, Lands, Tenements, and Hereditaments thereunto belonging, and all other his Messuages, Lands, Tenements, and Hereditaments in the said County of *Somerset*, (except his said Manor and Lands at *Charterhouse Hydon*) to the Use of the said *William Gore* of *London*, *Edward Gore* of *Bristol*, *Anthony Blaggrave*, and *John Hipsley*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, for the Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein after-mentioned; and after the Determination of that Estate, to the Use of the First and other Son and Sons of the Body of *Thomas Gore*, the Testator's eldest Son, lawfully to be begotten successively, and the Heirs Male of the Body of such First and other Son and Sons respectively; Remainder to the Use of the said



said *Edward Gore*, the Testator's Second Son, for his Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the said Trustees, and their Heirs, during the Life of the same *Edward Gore*, In Trust to preserve the contingent Remainders; and after his Decease, to the Use of the First and other Son and Sons of his Body lawfully to be begotten, successively in Tail Male, Remainder to the Use of the said Testator's Third Son *William Gore*, for his Life, without Impeachment of Waste, with the like Limitation to the said Trustees, to preserve the contingent Remainders; and after his Decease, to the Use of the First and other Son and Sons of his Body lawfully to be begotten, successively in Tail Male, Remainder to the Use of the said *Edward Gore*, the Testator's Brother, for Life, without Impeachment of Waste, with the like Provision to preserve the contingent Remainders; and after his Decease, to the Use of his First and other Son and Sons successively in Tail Male, Remainder to *William Gore*, Son of the Testator's Brother *Thomas Gore*, deceased, for his Life; and after his Death, to the Use of his First and other Son and Sons successively in Tail Male; Remainder to *Thomas Gore*, another Son of the said *Thomas Gore*, deceased, for his Life, and after his Decease, to the Use of his First and other Son and Sons successively in Tail Male; Remainder to *Charles Gore*, Son of the Testator's Uncle, *Gerard Gore*, for his Life, with the like Provision to preserve the contingent Remainders; and after his Decease, to the Use of his First and other Son and Sons successively in Tail Mail, with Remainder to the right Heirs of the Testator *William Gore*; and he thereby declared, That the said Term of Five hundred Years so limited to the said *William Gore* of *London*, *Edward Gore* of *Bristol*, *Anthony Blagrove*, and *John Hipsley*, was so limited to them, upon Trust, that they and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should out of the Rents, Issues, and Profits of a Messuage, Farm, and Lands, then in the Possession of the Widow *Vowles*, situate in *Barrows* aforesaid, and being part of the said Manor of *Barrow Minchin*, pay to the Testator's said Son *Thomas Gore*, during his Life, for his Maintenance, the yearly Sum of Fifty Pounds by half-yearly Payments; and as to all other Part and Parts of the said Manor of *Barrows* alias *Barrow Minchin*, In Trust by Sale, Leasing, or mortgaging the same Premises limited to them for the said Term of Five hundred Years, or any Part or Parts thereof, or by Sale of Timber, or by the Rents and Profits thereof, or by all or any of the Ways or Means afore-mentioned, or any other Ways, as they should think fit, to raise such Sum and Sums of Money as should be necessary for the Payment and Discharge of so much and such Part of his Debts and Legacies therein before-mentioned, with Interest for the same, as the said Manor of *Charterhouse Hydon* so devised to the said Trustees to be sold should fall short to pay and satisfy; and he thereby gave Power to his said Sons *Edward Gore* and *William Gore*, and the other Persons in Remainder, to make Leases of the Premises, except as is therein excepted, in such Manner, and for such Terms, as is therein mentioned and directed; and after giving and disposing of several pecuniary Legacies to several Persons therein named, he constituted and appointed the said *William Gore* his Uncle, *Edward Gore* his Brother, *Anthony Blagrove*, and *John Hipsley*, Executors of his Will; and



and gave and bequeathed to them all his Goods, Chattels, and personal Estate whatsoever, not therein otherwise disposed of, to be applied towards Payment of his Debts and Legacies, before any Part of his real Estate should be sold or mortgaged for the Purposes aforesaid; and by a Codicil to his said Will, bearing Date the Nineteenth Day of *October* One thousand Seven hundred and Eighteen, he directed that the said Trustees should out of the Money arising by Sale of the said Manor of *Charterhouse Hydon*, pay to his Son *Edward Gore*, the further Sum of Six hundred Pounds; and to his Daughters *Hester* and *Anne*, the further Sum of Five hundred Pounds a-piece; and to his said Son *William Gore*, the further Sum of Three hundred Pounds; and charged the Premises comprized in the said Term of Five hundred Years, with the raising and answering so much and such Part of his Debts, and the Legacies and Portions given by his said Will, and the said Codicil, as his said Manor of *Charterhouse Hydon* should fall short to pay and satisfy :

**And whereas**, by a Decree or Decretal Order of the Court of Chancery, made on the Third Day of *March* in the Seventh Year of the Reign of his late Majesty King *George* the First, in Two several Causes, in one of which Sir *William Daines*, Knight, and other Creditors of the said *William Gore* the Testator, the said *Edward Gore*, *Hester Gore*, *William Gore* an Infant, by his next Friend *Thomas Speke*, and *Anne* his Wife, were Complainants; and the said *Thomas Gore*, Son and Heir of the said *William Gore* the Testator, *William Gore*, *Edward Gore*, *Anthony Blagrove*, and *John Hipsley*, Executors of the said *William Gore* the Testator, were Defendants; and in the other of which Causes the said *Thomas Gore*, Esquire, was Complainant; and *Dorothy Gore*, Widow, *William Gore*, Esquire, Sir *William Daines*, *Thomas Speke*, and *Anne* his Wife, *William Gore* the Infant, by his Guardian, *Hester Gore*, *Anthony Blagrove*, *Edward Gore*, junior, *Edward Gore*, Gentleman, and *John Hipsley*, were Defendants; the Court declared, That the said Will and Codicil were well proved, and that the same ought to be established and the Trusts therein performed, and decreed the same accordingly; and that, in order thereunto, it should be referred to Master *Holford*, one of the Masters of the said Court, to take an Account of the said Testator's personal Estate, and of the Rents and Profits of the real Estate, come to the Hands of any of the said Parties, or to the Hands of any other Person or Persons, for their or any of their Use respectively, and to compute what was due to the Plaintiffs the Creditors for Principal and Interest, and to tax them their Costs of the said Suit, and all other Creditors of the said Testator were to be at Liberty to come in and prove their Debts before the said Master, who was to compute Interest for such of the said Debts as in their Nature carried Interest; and it was thereby further decreed, That the said Master should take an Account of the Portions and Legacies given by the said Will and Codicil, and compute Interest for the same as is therein mentioned; and it was further ordered and decreed, That the said Testator's personal Estate should in the first Place be applied in Payment of what the said Master should certify to be due for the said Debts and Legacies with Interest and Costs; but it being admitted, that the said personal Estate would not be sufficient for that Purpose, it was therefore further ordered and decreed, That the said  
Lands



Lands called *Charterhouse* should be sold immediately to the best Purchaser or Purchasers that could be got for the same, to be approved of by the said Master; and if the Money arising by such Sale should be sufficient to make good what the said Testator's personal Estate should fall short to pay of the said Debts, Portions, Legacies, Interest, and Costs, with an Overplus, the Court declared, That the said *Thomas Gore*, the Testator's Heir at Law, was intitled to such Overplus, and decreed the same to be paid to him accordingly; but if the Money arising by the Sale of *Charterhouse*, and the said personal Estate, should not be sufficient to pay the said Debts, Portions, and Legacies, with Interest and Costs, that then the said Master should consider what was the most convenient way for raising out of the Residue of the Estate comprized in the said Five hundred Years Term, what Money should be wanting to make good the same, and such Deficiency was to be made good thereout accordingly; and it was further decreed, That the said Two hundred Pounds *per Annum* Jointure, and the Arrears thereof, should be made good to the Defendant *Dorothy Gore*, the said Testator's Relict, and from time to time paid her out of the Profits of the said Estate subjected thereto; and also, that the said Fifty Pounds Annuity given by the said Will to the said Defendant *Thomas Gore*, and all Arrears thereof, should be made good to him, and from time to time paid to him out of the Profits of the Estate subjected thereto; and a Question then arising to whom the Surplus of the said Manors of *Barrow* and *Southley* did belong, the said *Thomas Gore* not having had any Son, his Lordship did order, That a Case should be made upon the said Will, and that the Judges of the Court of King's Bench should be attended therewith for their Opinion thereon, whether the Devise to the First Son of the said Defendant *Thomas Gore* was good, and in whom the Freehold vested on the Death of the Devisor; whereupon such further Order should be made as should be just:

And whereas such Case was accordingly made; and the said Judges, after having heard Counsel thereon, did give their Opinion, That the Devise of the said Manors to the First Son of the said *Thomas Gore* was void, and that the Freehold of the said Manors, on the Death of the Devisor, vested in the said *Edward Gore*, the Second Son of the Testator; and the said Causes coming to be further heard upon the said Opinion before the said Lord High Chancellor, on the Twenty-seventh Day of *October* One thousand Seven hundred and Twenty-two, and he being under some Doubt upon the said Opinion of the Judges, his Lordship did thereupon declare, That he would hear the Cause further debated before he delivered his Opinion thereupon; but in the mean time directed, amongst other things, an Inquiry whether the Receiver by him appointed had received the *Rents of any, and what Lands, not devised by the said Will and Codicil, and to state the same specially*:

And whereas by Articles of *Agreement Tripartite*, bearing Date the Tenth Day of *July* One thousand Seven hundred and Twenty-three, and made or mentioned to be made between the said *Thomas Gore*, eldest Son of the said *William Gore* the Testator, of the First Part; the said *Edward Gore*, Second Son



Son of the said Testator, of the Second Part; and *Francis Freeman* of the City of *Bristol*, of the Third Part; reciting the said Will and Decree in Chancery, the said Case, and the Judges Opinion thereupon, and the last-mentioned Order of the Twenty-seventh of *October* One thousand Seven hundred and Twenty-two, it was for the composing and determining of all Differences and Disputes between the said *Thomas Gore* and *Edward Gore*, touching the said Will and Codicil, or in any-wise relating to the said Testator's Estate, mutually agreed between them, That the said Manor of *Charterhouse Hydon*, and the Lands and Hereditaments thereunto belonging, should be forthwith sold; and the Monies arising by such Sale, and also all Fines, Rents and Profits, then already received, or that should be received, or grow due from or out of the same, until such Sale; and also all Fines, Rents and Profits, then received, or which at any time before the Day of the Date of the said Agreement were received, or grew due from or out of the said Manors of *Barrow* and *Southley*, or either of them, or any other the said Testator's real Estate comprized in his said Will, and which had not already been paid or applied in pursuance of the said Decree, together with the said Testator's personal Estate, should in the First Place, and with all convenient Speed, be paid and applied for or towards satisfying the said Testator's Debts and Legacies, or such of them as were remaining unpaid, together with the Interest and Costs attending the same; and if there should happen to be any Surplus, the same was to be paid unto the said *Francis Freeman*, his Executors, Administrators or Assigns, upon the same Trusts, and to and for the same Intents and Purposes as the Monies to be raised by and out of the said Manors and Premises to be comprized in an Indenture of Demise therein after-mentioned, and to be made to him the said *Francis Freeman* by the said *Thomas Gore* and *Edward Gore*, were thereby directed to be applied; and if the Monies to be raised by Sale of the said Manor of *Charterhouse Hydon*, and the Rents and Profits thereof received and to be received before such Sale, together with the Rents and Profits of the said other Manors and Lands comprized in the said Testator's Will received and to be received before the Day of the Date of the said Agreement, together with the said personal Estate, should not be sufficient to satisfy the said Testator's Debts and Legacies that remained unpaid, with the said Interest and Costs, that then such Deficiency should be raised and made good by and out of the said Manors of *Barrow* and *Southley*; and that over and above the Legacies of Two thousand Six hundred Pounds given to the said *Edward Gore* by his said Father's Will, and also the Legacy of Two thousand Pounds thereby given to the said *Hester Gore*, Spinster, since deceased, to whom he was Executor, the farther Sum of Three thousand Pounds, with Interest for the same from the Day of the Date of the said Agreement, should be raised out of the said Manors of *Barrow* and *Southley*, and paid unto the said *Edward Gore*, his Executors, Administrators or Assigns, as the Consideration for his waving the Benefit of the said Judge's Certificate made in his favour, and of his entering into the said Agreement; which said Three thousand Pounds and Interest, was to be payable in such manner, and at such times, and subject to such Provisoos, as were to be expressed and contained in the said Indenture of Demise; and for the better securing the  
Payment



Payment of the said Three thousand Pounds and Interest, the said Defendant *Thomas Gore*, and also the said *Francis Freeman*, were immediately to enter into an Obligation in the Penalty of Six thousand Pounds conditioned for the Payment of the said Sum of Three thousand Pounds, and the Interest thereof as aforesaid, unto the said *Edward Gore*; and also for the true Performance of the Covenants on the Part and Behalf of the said *Thomas Gore* and the said *Francis Freeman*, and of either of them, to be contained in the said Indenture of Demise; and that after the said Testator's Debts and Legacies, with Interest and Costs, and also the said Three thousand Pounds and Interest, should be fully satisfied and paid, and subject to the raising and paying thereof, and of the Costs and Charges of the Execution of the Trust, the said *Thomas Gore*, and after his Death the First and every other Son and Sons of his Body lawfully begotten, or to be begotten, as they respectively should be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of such Son and Sons, should hold and enjoy the said Manors and Lands of *Barrow* and *Southley*, with the Appurtenances, subject to the said Annuity of Two hundred Pounds *per Annum*, payable to the said *Dorothy Gore* without the Interruption of him the said *Edward Gore*, or any Person or Persons claiming under him :

And whereas by Indenture bearing Date the said Tenth Day of *July* One thousand Seven hundred and Twenty-three, and made or mentioned to be made between the said *Thomas Gore* and *Edward Gore* of the One Part, and the said *Francis Freeman* of the other Part, reciting the said Articles, the said *Thomas Gore* and *Edward Gore*, in pursuance thereof, did grant, bargain, sell and demise the said Manors of *Barrow Minchin* and *Southley*, with all and singular the Rights, Members and Appurtenances thereunto belonging, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the Premises, except all such Lands and Hereditaments, Parcel of the said Manors, or either of them, as had then been usually granted by Lease or Copy for One, Two, or Three Lives, or for any Term or Number of Years determinable on One, Two, or Three Lives, unto the said *Francis Freeman*, his Executors, Administrators and Assigns, for the Term of Ninety-nine Years from thenceforth next ensuing, if the said *Thomas Gore* and *Edward Gore* should both of them so long live, without Impeachment of Waste, except as is therein mentioned, Upon Trust nevertheless, that in case the Money to be raised by Sale of the said Manor of *Charterhouse Hydon*, together with the Fines, Rents and Profits of all and singular the said Manors, Lands and Premises, which were received before the Date thereof, and with the said Testator's personal Estate, should not be sufficient to satisfy the said Testator's Debts and Legacies, with the Interest and Costs attending the same, that then the said *Francis Freeman* should apply for Payment thereof so much of the yearly and other Produce of the said Manors of *Barrow Minchin* and *Southley*, as should be wanting to make good such Deficiency; and upon farther Trust, that the said *Francis Freeman*, his Executors, Administrators or Assigns, should, as soon as the same could conveniently be done, by and out of the  
Rents



Rents and Profits of the Premises by the Fall and Sale of Timber, or by making Grants, or under Leases of the said Premises, or of any Part thereof, or by any such other Ways and Means as to him or them should seem meet, levy and raise the Sum of Three thousand Pounds, with Interest for the same, to be computed from the Date thereof, and pay the same to the said *Edward Gore*, his Executors, Administrators or Assigns, in manner therein mentioned; that is to say, One thousand Five hundred Pounds Part thereof, together with the Interest that should grow due for the same before the End of One Year next after the Date of the said Indenture; and One thousand Five hundred Pounds and Interest, Residue of the said Three thousand Pounds and Interest, before the End of One Year and an Half next after the Date thereof; and also upon Trust, that after the said Debts and Legacies, with Interest and Costs, should be fully satisfied and paid, and after raising and paying the said Three thousand Pounds and Interest, and the Costs and Charges of the Execution of the said Trusts, the said *Francis Freeman* should permit the Rents and Profits of the Premises to be received by the said *Thomas Gore*, and should assign the same Premises for the Residue of the said Term of Ninety-nine Years, unto such Person or Persons as he should appoint:

**And whereas** the said *Thomas Gore* and *Francis Freeman* did enter into One Bond or Obligation, bearing Date the said Tenth Day of *July* One thousand Seven hundred and Twenty-three, unto the said *Edward Gore*, in the Penalty of Six Thousand Pounds, with Condition for the Payment to him, his Executors, Administrators or Assigns, of the said Sum of Three thousand Pounds, and Interest for the same, at the times and in manner therein mentioned, and for the Performance of the Covenants and Agreements in the said last-mentioned Indenture contained, and on the Part of the said *Thomas Gore* and *Francis Freeman* to be performed:

**And whereas** by a Decree or Decretal Order of the said Court of Chancery made in the said Causes, on the Tenth Day of *August* One thousand Seven hundred and Twenty-three, the said Agreement of the said Tenth Day of *July* One thousand Seven hundred and Twenty-three, was established and confirmed:

**And whereas** the said *Francis Freeman*, soon after the making the said last-mentioned Decree, entered upon the Premises so demised to him as aforesaid, and retained the Possession thereof during the joint Lives of the said *Thomas Gore* and *Edward Gore*, and received several Sums of Money by and out of the Rents and Profits of the same Premises; and also received several Sums of Money raised by Fines upon granting Leases made by the said *Thomas Gore* and *Edward Gore* pursuant to the said Agreement of divers Parts of the said Manors of *Southley* and *Barrow Minchin*, which had been usually let on Lives or Years determinable on Deaths, and which were excepted out of the said Indenture of Demise; and likewise received several Sums of Money raised by the Fall and Sale of Timber on the said demised Premises;



Premises; and out of the Sums so received, paid the Three thousand Pounds and Interest so mentioned to be paid to the said *Edward Gore*, according to the Condition of the said Bond :

**And whereas** the said *Edward Gore* the Son died in the Year One thousand Seven hundred and Twenty-seven, without Issue, having first made his last Will and Testament in Writing, bearing Date the Ninth Day of *January* One thousand Seven hundred and Twenty-seven, and appointed *William Gore* his Brother Executor thereof, who duly proved the same in the Prerogative Court of the Archbishop of *Canterbury*; and by the Death of the said *Edward Gore* the Lease and Demise made by him and the said *Thomas Gore* to the said *Francis Freeman* of the said Manors of *Barrow Minchin* and *Southley*, by the said Indenture of the Tenth Day of *July* One thousand Seven hundred and Twenty-three, determined; and soon after the Death of the said *Edward Gore*, the said *Francis Freeman*, at the Instance of the said *Thomas Gore*, drew out and stated an Account in Writing of all the Monies received and paid by him by virtue of and under the said Trust, from the Date and Expiration of the said Indenture of Demise to the Twentieth Day of *January* One thousand Seven hundred and Twenty-seven, inclusive; and also Bills or Accounts of all his Demands in relation to the said Trust; and the Costs, Charges and Expences, he had been put to in the Execution of the same; and for his Pains and Trouble therein; which Accounts were, on the Sixth Day of *June* One thousand Seven hundred and Twenty-eight, settled, adjusted and allowed, approved of and signed by the said *Thomas Gore*, and there remained a Balance due to the said *Francis Freeman* thereon of Two hundred and Fifteen Pounds Two Shillings and Seven Pence Three Farthings :

**And whereas** the said *Francis Freeman* was by the Master's Report of the Eighth of *June* One thousand Seven hundred and Twenty-eight, made in pursuance of an Order of the said Court of Chancery, bearing Date the Fifteenth Day of *March* One thousand Seven hundred and Twenty-seven; appointed Receiver of the Rents and Profits of the said Estates of *Barrow Minchin* and *Southley* :

**And whereas** the said *Thomas Gore*, eldest Son of the Testator *William Gore*, died on or about the Second Day of *November* One thousand Seven hundred and Twenty-eight, leaving Issue *William Gore* his eldest Son, who died an Infant in the Year One thousand Seven hundred and Thirty-six; and *Charles Gore*, who is still living, and an Infant :

**And whereas** the said *Edward Gore*, the Testator's Brother, is still living, and has Issue only Two Sons, namely, *John Gore* and *Edward Gore*, who are both Infants; and the said *William Gore* and *Thomas Gore*, Sons of the said *Thomas Gore*, the Testator's Brother, are both dead without Issue Male; and the said *Charles Gore*, Son of the said *Gerard Gore*, is still living :



And whereas by a Decree or Decretal Order of the High Court of Chancery, made the Twenty-ninth Day of *June* One thousand Seven hundred and Thirty-one, in Two Causes; in One of which the said *William Gore*, surviving Son of *William Gore* the Testator, and Executor of *Edward Gore* his Brother, who was Executor of *Hester Gore* his Sister, deceased; *George Miller*, Clerk; *Edward Speke*, Esquire; and *Dorothy Gore*, Widow, were Complainants: And *William Gore*, eldest Son and Heir of the said *Thomas Gore*; and *Charles Gore*, younger Son of the said *Thomas Gore*, by their Guardian *Edward Gore*, senior; *Anthony Blagrove* and *John Hipsley*, were Defendants: And in the other of which Causes, the said *William Gore* the Infant, by his next Friend, was Plaintiff; and the said *William Gore*, Son of the Testator *Dorothy Gore*; *George Miller*; *Mary Gore*, Widow; *Charles Gore* the Infant; *Edward Gore*, senior; and *John Hipsley*, were Defendants; it was ordered, That the Judges of the Court of King's-Bench should be attended with a Case for their Opinion upon this Question, Whether the Devise of the Manors of *Barrow* and *Southley* to the First Son of *Thomas Gore* was good, and in whom the Freehold of the said Manors vested on the Death of the Devisor:

And whereas by another Order made by the Lord High Chancellor of *Great Britain*, on the Twenty-fifth Day of *July* One thousand Seven hundred and Thirty-four, in the said Two last-mentioned Causes, setting forth or reciting the said former Order of the Twenty-ninth Day of *June* One thousand Seven hundred and Thirty-one, and that the Question on the said Case had been several times debated by Counsel on both Sides, before the Judges of the Court of King's-Bench, who by their Certificate dated the Twenty-sixth Day of *January* One thousand Seven hundred and Thirty-three, certified they were of Opinion, that the Devise of the Manors of *Barrow* and *Southley* to the first Son of *Thomas Gore* was good, by way of Executory Devise, and that the Freehold of the said Manors, on the Death of the Devisor, vested in his Heir at Law; his Lordship declared, That he agreed in every Particular with the Opinion of the Judges of the Twenty-sixth of *January* then last-past, and did declare, That the Freehold and Inheritance in Tail Male, in the Manors of *Barrow* and *Southley*, subject to the Term of Five hundred Years, and to the Annuity of Two hundred Pounds a Year to *Dorothy Gore*, charged on *Southley*, vested in *William Gore* the Infant, on his Birth; and that between the time of the Death of the Testator *William Gore*, and the Birth of the said *William Gore* the Infant, the Freehold thereof descended to, and vested in his Father the said *Thomas Gore*; and his Lordship did think fit, and so order and decree, That upon bringing the Administrator of the said *Thomas Gore* before Master *Holford*, One of the Masters of that Court, to whom the said former Causes were referred, the said Master should carry on the Accounts on the foot of the said Decree of the Third of *March* One thousand Seven hundred and Twenty, according to the Directions of the said Decree; and if it should appear, that the personal Estate of the said Testator *William Gore*, and the Rents and Profits and Money, arising by the Sale of the Manor of *Charterhouse Hydon*, should not be sufficient to answer the Purposes directed by the said Decree, then



then all Parties were to be at Liberty to resort to the Court touching raising what should remain unsatisfied out of the said Term of Five hundred Years; and his Lordship did declare, That the Surplus of the Rents and Profits which arose from the Manors of *Barrow* and *Southley*, between the Death of the Testator *William Gore*, and the Birth of the said *William Gore* the Infant, over and above the said Two hundred Pounds a Year, charged upon *Southley*, and over and above what was sufficient to pay the Interest of the Incumbrances, which remained a Charge on the Manors of *Barrow* and *Southley*, after Application of the personal Estate, and the Rents and Profits, and the Money arising by the Sale of the Manor of *Charterhouse Hydon*, did belong to the said *Thomas Gore* the Heir at Law, and ought to be answered and paid to his Administrator: And it was further ordered, That the said Defendant *Freeman*, the Receiver of the Estates in Question, should come to an Account before the said Master, for the Rents and Profits of the said Estates received by him, or any other Person by his Order, or for his Use:

And whereas the said *Francis Freeman*, in Obedience to the said Decree, carried in sundry of his Accounts before the Master, from the time of his being appointed Receiver of the Estate; but a Doubt arising before the Master, Whether the said *Francis Freeman* was by Virtue and within the Meaning of the said Decree, to account only as Receiver, or generally both as Receiver and Trustee, under the said Lease or Demise, the said *Francis Freeman* obtained an Order for rehearing the said Cause; and upon rehearing the same accordingly, on the Twenty-second Day of *October* One thousand Seven hundred and Thirty-five, it was ordered and decreed, That the said *Francis Freeman* should account for the Rents and Profits of the said Estates received by him, or any other Person by his Order, or for his Use, since he was appointed Receiver thereof by virtue of the said Order of the Fifteenth Day of *March* One thousand Seven hundred and Twenty-seven:

And whereas the said *William Gore* the Infant, in or about *Easter* Term One thousand Seven hundred and Thirty-six, exhibited his Bill of Complaint against the said *Francis Freeman*, for an Account of, and Satisfaction for the Rents and Profits of the said Manors, Lands and Premises by him received, after the Birth of the said *William Gore* the Infant; and the said *William Gore* the Infant soon after died as aforesaid, and Administration of his Estate and Effects was granted to the said *Mary Gore* his Mother, out of the Prerogative Court of the Archbishop of *Canterbury*:

And whereas the said *Mary Gore* soon after exhibited her Bill of Revivor against the said *Francis Freeman*, and the said *Francis Freeman*, in or about *Michaelmas* Term One thousand Seven hundred and Thirty-seven, exhibited his Cross-Bill against the said *Mary Gore* and *Charles Gore*, and the said *William Gore*, Son of the Testator, and the surviving Executors and Trustees in the Will of the said *William Gore* the Testator named, praying, that the Account of the Rents and Profits of the said Manors and Premises,



Premises, which had been settled with the said *Thomas Gore* in his Lifetime, might be established; or in case the Court should be of Opinion, That he the said *Francis Freeman* ought, and was liable to account again for the same, that then he might out of the Assets of the said *Edward Gore*, deceased, received by the said *William Gore*, and also out of the Assets of the said *Edward Gore*, which were to be raised out of the said Manors of *Barrow* and *Southley*, be decreed to have Satisfaction for the said Sum of Three thousand Pounds, and Interest and Charges, or so much thereof as he should be decreed to account for and pay, together with a reasonable Allowance for his Labour and Pains, in relation to the said Three thousand Pounds, together with his Costs and Charges, which said two last-mentioned Causes are still depending in the Court of Chancery:

And whereas for putting a final End to the said Two last-mentioned Suits, and all Matters in Issue therein between the said Parties, it hath been agreed between the said *Mary Gore* for herself, and on the Behalf of the said *Charles Gore* her Son, and the said *William Gore* and *Francis Freeman*, That the Sum of Two thousand Two hundred and Fifty Pounds, Part of the Money due to the said *William Gore*, as Executor of the said *Edward Gore* his Brother, on account of the Principal and Interest of the several Legacies of Two thousand Pounds, and Six hundred Pounds, given and bequeathed by the Will and Codicil of the said *William Gore* the Testator, and charged upon his real and personal Estate as aforesaid, shall be allowed by him as paid on the Twenty-third Day of May One thousand Seven hundred and Thirty-nine, and shall be abated and deducted out of the Money due to the said *William Gore*, as Representative of the said *Edward Gore*, on account of the said Legacies, and shall be deemed to be from thenceforth discharged and extinguished, and the Estate of the said Testator exonerated from the said Two thousand Two hundred and Fifty Pounds, and all Interest attending the same; and that the said *William Gore* and *Francis Freeman*, their Executors and Administrators, and their respective Estates and Effects, shall be acquitted and discharged from the said Three thousand Pounds so raised and paid to and for the said *Edward Gore* the Son, and the Interest thereof, in pursuance of the said Articles of Agreement, Indenture of Demise, and Condition of the said Bond of the Tenth Day of July One thousand Seven hundred and Twenty-three, and from all Suits, Actions, Claims and Demands, which the said *Charles Gore* the Infant, or the Heirs Male of his Body, or *Mary Gore* the Administratrix of *William Gore* the Infant, or the right Heirs of the Testator *William Gore*, can or may claim, or be intitled to, against the said *Francis Freeman* as Trustee as aforesaid, and against *William Gore* the Son of the Testator, or either of them, for or on account of the said Three thousand Pounds, or any Interest thereof, or for or on account of the raising and paying thereof, to the said *Edward Gore* as aforesaid, or any of the Ways and Means used and taken in and about raising and levying the same, or otherwise, in relation to the said Trust; and that the said *Francis Freeman* should acquit, release, and discharge the said *Mary Gore*, *Charles Gore*, and the Estate of the said *Thomas Gore*, and also the said



said Manors, Lands and Premises, of and from the said Balance of Two hundred and Fifteen Pounds Two Shillings and Seven-pence Three Farthings, so appearing to be due to him on the foot of the said Account, settled and adjusted between him and the said *Thomas Gore* as aforesaid; and that the Proceedings in the Two Suits depending in the Court of Chancery, shall be no farther prosecuted, but shall cease and determine; and that all the Leases made and executed by the said *Thomas Gore* and *Edward Gore*, of any Lands and Tenements in the Manors of *Barrow Minchin* and *Southley*, pursuant to the Agreement of the Tenth Day of *July* One thousand Seven hundred and Twenty-three, shall be ratified and confirmed; and that the said *Mary Gore* would in this present Session of Parliament, at the Costs of the said *William Gore*, apply on Behalf of herself and the said *Charles Gore*, and use her Endeavours to obtain an Act of Parliament for carrying the said Agreement into Execution; and that in case such Act of Parliament should not pass in this present Session of Parliament, for the Purposes afore-mentioned, then such Agreement should be void, and should not be alledged, pleaded, or made use of, in any Suit at Law, or in Equity, or otherwise:

And whereas it would be for the Advantage of all the Parties, that the said Agreement should be carried into Execution, in regard that the great Expences which would necessarily attend the further Prosecution of the Suits now depending in the Court of Chancery, will not only thereby be prevented, but that the same will be a means of procuring and establishing Peace and Friendship between Persons so nearly related, and of preserving the Estate of the said *William Gore* the Testator in his Family; but by reason of the Infancy of the said *Charles Gore*, who is under the Age of Twenty-one Years, such Agreement cannot be rendered effectual to all the Parties interested therein, without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful Subjects, the said *Mary Gore* for herself, and on the Behalf of the said *Charles Gore* the Infant, and also the said *William Gore* the Son of the Testator *William Gore*, and *Francis Freeman*,

*Most humbly beseech Your Most Excellent MAJESTY,*

That it may be Enacted; And be it Enacted, by the KING's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, that the said Agreement so made between the Parties afore-mentioned, shall be, and the same is hereby ratified, established and confirmed: And that the Sum of Two thousand Two hundred and Fifty Pounds, Part of the Money due to the said *William Gore* the Son, as Executor of the said *Edward Gore* his Brother, for and on account of the Principal and Interest of the several Legacies of Two thousand Pounds, and Six hundred Pounds, given and bequeathed by the Will

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and



and Codicil of the said *William Gore* the Testator, herein before-recited, and charged upon his real and personal Estate in manner therein mentioned, shall be allowed by him as paid on the Twenty-third Day of *May* One thousand Seven hundred and Thirty-nine; and shall be deducted, defalked, and abated out of the Money due to the said *William Gore*, as Representative of the said *Edward Gore*, on account of the said Legacies, on the said Twenty-third Day of *May* One thousand Seven hundred and Thirty-nine; and shall be adjudged, deemed, and taken to be, and is hereby Enacted and Declared to be from thenceforth released, discharged and extinguished; and the real and personal Estate of the said *William Gore* the Testator, shall from thenceforth be exempted, exonerated, and discharged of, from and against the said Two thousand Two hundred and Fifty Pounds, and all Interest attending the same.

And it is hereby further Enacted, by the Authority aforesaid, That the said *William Gore* and *Francis Freeman*, their respective Heirs, Executors, and Administrators, and their respective Lands, Tenements, Goods, Chattels, and real and personal Estates, shall be, and the same are hereby absolutely released, acquitted, discharged, exempted, and indemnified, of, from and against the said Sum of Three thousand Pounds, so raised and paid to and for the said *Edward Gore* the Son, and the Interest thereof, in pursuance of the said Articles of Agreement of the Tenth Day of *July* One thousand Seven hundred and Twenty-three, and by virtue of the said Indenture of Demise, and in Pursuance and Performance of the Condition of the said Bond of the same Date, and of, from and against all Suits and Actions in Law or Equity, Cause and Causes of Action and Demands whatsoever, which they the said *Charles Gore* the Infant, or the Heirs Male of his Body, or *Mary Gore* the Administratrix of the said *William Gore* the Infant, deceased, or the said *Edward Gore*, the Testator's Brother, and his Sons, and the Heirs Male of their respective Bodies, or any of them, or the right Heirs of the Testator *William Gore*, can or may have, claim, prosecute, pursue, demand, or be intitled unto, against the said *Francis Freeman* as Trustee as aforesaid, and against *William Gore* the Son, or either of them, their or either of their Heirs, Executors, or Administrators, or the Representatives of the said *Edward Gore*, for or on account of the said Sum of Three thousand Pounds, or any Interest for the same, or for or on account of the raising and paying thereof to the said *Edward Gore* as aforesaid, or any of the Ways and Means, Costs and Expences used, taken, and expended in and about the raising and levying the same, or any Part thereof, or otherwise, in relation to the said Trust.

And it is hereby further Enacted, That the said *Mary Gore* and *Charles Gore* the Infant, their respective Executors and Administrators, and their respective real and personal Estates and Effects, and also the real and personal Estate of the said *Thomas Gore*, and the Manors, Lands, Tenements, Hereditaments and Premises, devised by the said Will of the said *William Gore* the Testator, shall be, and the same are hereby absolutely released, acquitted



acquitted and discharged, exempted and indemnified of, from and against the said Balance or Sum of Two hundred and Fifteen Pounds Two Shillings and Seven-pence Three Farthings, so appearing to be due to the said *Francis Freeman*, on the foot of the said Account, settled and adjusted between him and the said *Thomas Gore* as aforesaid, and of, from and against all Suits and Actions in Law or Equity, Cause and Causes of Action, Claims and Demands whatsoever, which he the said *Francis Freeman*, his Executors or Administrators, can or may claim, demand, or be intitled to, for or in respect of the same.

And it is hereby further Enacted and Declared, That all Proceedings in the said Two last-mentioned Suits, now depending in the said Court of Chancery, shall be no farther prosecuted, but shall from henceforth cease and determine.

And it is hereby further Enacted, by the Authority aforesaid, That all and every of the Leases made and executed by the said *Thomas Gore* and *Edward Gore* his Brother, or either of them, of any Lands, Tenements and Hereditaments, lying within, and being Parcel of the said Manors of *Barrow Minchin* and *Southley*, or either of them, unto any Person or Persons, pursuant to the said Agreement of the Tenth Day of *July* One thousand Seven hundred and Twenty-three, shall be, and the same are hereby ratified and confirmed; and the several Farms, Lands, Tenements and Hereditaments, comprised in such Leases respectively, shall at all times hereafter be held and enjoyed by the Person and Persons to whom the same were respectively leased, and those claiming under them for the Estates and Interests in and by such Leases respectively granted against the said *Charles Gore* the Infant, and the Heirs Male of his Body, the said *William Gore* the Son, and the right Heirs of the said Testator *William Gore*.

Saving always to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors and Administrators, (Other than and except the said *Mary Gore*, *Charles Gore* the Infant, and the Heirs Male of his Body, and the said *William Gore*, his Executors and Administrators, the said *Francis Freeman*, his Executors and Administrators, and the said *Edward Gore*, the Testator's Brother, and his Sons, and the Heirs Male of their respective Bodies, and the right Heirs of the said *William Gore* the Testator) All such Estate, Right, Title, Interest, Claims and Demands whatsoever, of, in, to, or out of the Premises affected by this Act, as they, every, or any of them had before the passing this Act, or could or ought to have held and enjoyed, in case this Act had not been made.



An ACT for Establishing and  
Confirming an Agreement between  
William Gore, Esquire, Executor  
of Edward Gore, Esquire, deceased,  
and Mary Gore, Widow of Thomas  
Gore, Esquire, deceased, for her-  
self, and on the Behalf of Charles  
Gore, an Infant, relating to the  
Sum of Three thousand Pounds  
paid by Francis Freeman, Gentle-  
man, to the said Edward Gore.

[ 1740. ]

443



